

A 58505.4

Attorney Docket No. 023829-0126

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

Applicant: Karleskind et al.  
Title: PROTEIN SUPPLEMENTED  
BEVERAGE COMPOSITIONS  
Application No.: 09/883,496  
Filing Date: 06/18/2001  
Examiner: Not yet determined  
Art Unit: Not yet determined

**POWER OF ATTORNEY OR AUTHORIZATION OF AGENT  
BY ASSIGNEE**

Commissioner for Patents  
Washington, D.C. 20231

Sir:

Cargill, Inc., a corporation duly organized and existing under the laws of the State of Delaware, and having its principal place of business at 15407 McGinty Road W., Wayzata, Minnesota 55391 is the Assignee and owner of the entire right, title, and interest in and to the above-identified patent application.

Assignee hereby appoints the following registered attorneys and agents of the law firm of FOLEY & LARDNER:

SCOTT D. ANDERSON	Reg. No. 46,521
RUSSELL J. BARRON	Reg. No. 29,512
DAVID J. BATES	Reg. No. 39,902
STEVEN C. BECKER	Reg. No. 42,308
EDWARD W. BROWN	Reg. No. 22,022
CHARLES G. CARTER	Reg. No. 35,093
ALISTAIR K. CHAN	Reg. No. 44,603
JOHN C. COOPER III	Reg. No. 26,416
JEFFREY N. COSTAKOS	Reg. No. 34,144
WILLIAM J. DICK	Reg. No. 22,205
BARRY L. GROSSMAN	Reg. No. 30,844
JEFFREY S. GUNDERSEN	Reg. No. 47,619
PAUL S. HUNTER	Reg. No. 44,787
KATHERINE D. LEE	Reg. No. 44,865
KENNETH G. LEMKE	Reg. No. 47,746
KEITH D. LINDENBAUM	Reg. No. 40,365
DAVID G. LUETTGEN	Reg. No. 39,282
RICHARD J. MC KENNA	Reg. No. 35,610
JAMES G. MORROW	Reg. No. 32,505
TODD A. RATHE	Reg. No. 38,276
MICHAEL D. RECHTIN	Reg. No. 30,128

M. REED STAHELI	Reg. No. 47,959
CHRISTOPHER M. TUROSKI	Reg. No. 44,456
JOHN A. VANOPHEM	Reg. No. 38,646
JAMES A. WILKE	Reg. No. 34,279
JOSEPH N. ZIEBERT	Reg. No. 35,421
WALTER E. ZIMMERMAN	Reg. No. 40,883

as its principal attorneys to have full power to prosecute this application and any continuations, divisions, reissues, and reexaminations thereof, to receive the patent, to transact all business in the United States Patent and Trademark Office connected therewith, and to have full power of substitution, association, and revocation, including the power to revoke the power of attorney of any associate attorney.

Please direct all future correspondence concerning this application to:

M. Reed Staheli  
FOLEY & LARDNER  
Firstar Center  
777 East Wisconsin Avenue  
Milwaukee, Wisconsin 53202-5367

Telephone: (414) 297 5765  
Facsimile: (414) 297-4900

Executed this 12th day of September, 2001.

Cargill, Inc.

By:



(Signature)

Harry J. Gwinnett

(Printed Name)

Vice President

(Title)

# COPY

## ASSIGNMENT AND AGREEMENT

**WHEREAS**, Daniele Karleskind of 10500, 33rd Ave. N., Plymouth, Minnesota 55441; Ann M. Stark of 2235 Plymouth Street, Marion, Iowa 52302; Harapanahalli S. Muralidhara of 2325 Yuma Lane North, Plymouth, Minnesota 55447; Michael A. Porter of 9123 Sycamore Lane N, Maple Grove, Minnesota 55369; Ian Purtle of 1280 Zircon Lane North, Plymouth, Minnesota 55447; Jagannadh V. Satyavolu of 1818 23rd Street NW, Cedar Rapids, Iowa 52405 and William H. Sperber of 5814 Oakview Circle, Minnetonka, Minnesota 55345; (hereinafter referred to singly and collectively as "ASSIGNOR") have invented a certain invention entitled **PROTEIN SUPPLEMENTED BEVERAGE COMPOSITIONS** (Atty. Dkt. No. 023829-0126) for which an application for United States Letters Patent was filed on June 18, 2001 as Application No. 09/883,496; and

**WHEREAS**, Cargill, Inc., a corporation duly organized and existing under the laws of the State of Delaware, and having its principal place of business at 15407 McGinty Road W., Wayzata, Minnesota 55391 (hereinafter referred to as "ASSIGNEE") is desirous of acquiring the entire interest therein;

**NOW THEREFORE**, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR has sold, assigned, and transferred, and by these presents hereby sells, assigns, and transfers, unto ASSIGNEE, its successors and assigns, the full and exclusive right, title, and interest in and to (a) the above-identified invention or inventions and all improvements and modifications thereof, (b) the above-identified application and all other applications for Letters Patent of the United States and countries foreign thereto for the above-identified invention or inventions and all improvements and modifications thereof, (c) all Letters Patent which may issue from said applications in the United States and countries foreign thereto, (d) all divisions, continuations, reissues, and extensions of said applications and Letters Patent, and (e) the right to claim for any of said applications the full benefits and priority rights under the International Convention and any other international agreement to which the United States adheres; such right, title, and interest to be held and enjoyed by ASSIGNEE, its successors and assigns, to the full end of the term or terms for which any and all such Letters Patent may be granted as fully and entirely as would have been held and enjoyed by ASSIGNOR had this Assignment not been made.

**ASSIGNOR HEREBY AUTHORIZES AND REQUESTS** the Commissioner of Patents and Trademarks to issue said Letters Patent to ASSIGNEE as assignee of the entire interest, for the sole use and benefit of ASSIGNEE, its successors and assigns.

**ASSIGNOR HEREBY AGREES** (a) to communicate to ASSIGNEE, its successors and assigns, or their representatives or agents, all facts and information known or available to ASSIGNOR respecting said invention or inventions, improvements, and modifications including evidence for interference, reexamination, reissue, opposition, revocation, extension, or infringement purposes or other legal, judicial, or administrative proceedings, whenever requested by ASSIGNEE; (b) to testify in person or by affidavit as required by ASSIGNEE, its successors and assigns, in any such proceeding in the United States or a country foreign thereto; (c) to execute and deliver, upon request by ASSIGNEE, all lawful papers including, but not limited to, original, divisional,

continuation, and reissue applications, renewals, assignments, powers of attorney, oaths, affidavits, declarations, depositions; and (d) to provide all reasonable assistance to ASSIGNEE, its successors and assigns, in obtaining and enforcing proper title in and protection for said invention or inventions, improvements, and modifications under the intellectual property laws of the United States and countries foreign thereto.

**ASSIGNOR HEREBY REPRESENTS AND WARRANTS** that ASSIGNOR has the full and unencumbered right to sell, assign, and transfer the interests sold, assigned, and transferred herein, and that ASSIGNOR has not executed and will not execute any document or instrument in conflict herewith.

**ASSIGNOR HEREBY GRANTS** to the law firm of **Foley & Lardner** the power and authority to insert in this Assignment any further identification which may be necessary or desirable to comply with the rules of the U.S. Patent and Trademark Office for recordation of this Assignment.

**ASSIGNOR UNDERSTANDS AND AGREES** that the attorneys and agents of the law firm of **Foley & Lardner** do not personally represent ASSIGNOR or ASSIGNOR's legal interests, but instead represent the interests of ASSIGNEE; since said attorneys and agents cannot provide legal advice to ASSIGNOR with respect to this Assignment, ASSIGNOR acknowledges its right to seek its own independent legal counsel.

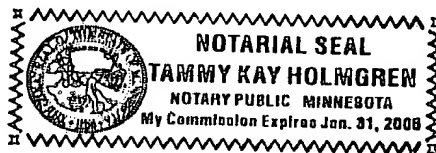
Executed this 5 day of September, 2001.



DANIELE KARLESKIND

State of Minnesota  
County of Hennepin ) ss.

On this 5 day of September, 2001, before me, a notary public in and for said county, appeared DANIELE KARLESKIND, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.



(Seal)

  
Notary Public

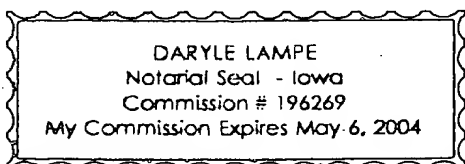
My Commission Expires: 1/31/05

Executed this 13<sup>th</sup> day of August, 2001.

*Ann M. Stark*  
ANN M. STARK

State of IOWA )  
County of LINN ) ss.

On this 13<sup>th</sup> day of AUGUST, 2001, before me, a notary public in and for said county, appeared ANN M. STARK, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.



(Seal)

*Daryle Lampe*  
Notary Public

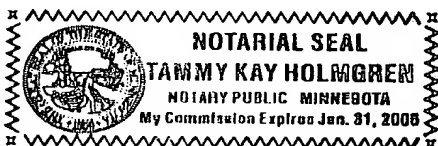
My Commission Expires: MAY 6, 2004

Executed this 28 day of Aug, 2001.

*Harapanahalli S. Muralidhara*  
HARAPANAHALLI S. MURALIDHARA

State of Minnesota )  
County of Hennepin ) ss.

On this 28<sup>th</sup> day of August, 2001, before me, a notary public in and for said county, appeared HARAPANAHALLI S. MURALIDHARA, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

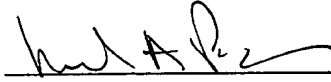


(Seal)

*Tammy Holmgren*  
Notary Public

My Commission Expires: 1/31/05

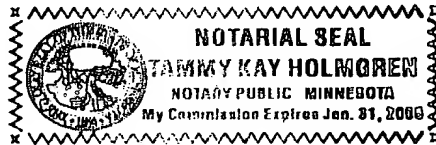
Executed this 27 day of August, 2001.

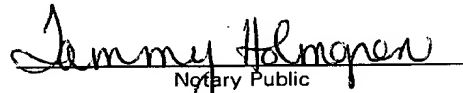


MICHAEL A. PORTER

State of Minnesota )  
County of Hennepin ) ss.

On this 27<sup>th</sup> day of August, 2001, before me, a notary public in and for said county, appeared MICHAEL A. PORTER, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.



  
Notary Public  
My Commission Expires: 1/31/05

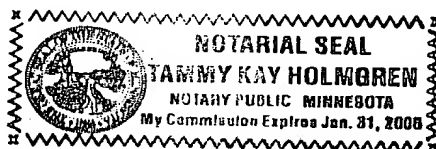
Executed this 27<sup>th</sup> day of August, 2001.




IAN PURTLE

State of Minnesota )  
County of Hennepin ) ss.

On this 27<sup>th</sup> day of August, 2001, before me, a notary public in and for said county, appeared IAN PURTLE, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.



  
Notary Public  
My Commission Expires: 1/31/05

Executed this 15 day of August, 2001.

JAGANNADH V. SATYAVOLU  
JAGANNADH V. SATYAVOLU

State of Iowa )  
County of Linn ) ss.

On this 15<sup>th</sup> day of August, 2001, before me, a notary public in and for said county, appeared JAGANNADH V. SATYAVOLU, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

Nancy A. Peters  
Notary Public

My Commission Expires: 9/12/2003

(Seal)

Executed this 6<sup>th</sup> day of September, 2001.

WILLIAM H. SPERBER  
WILLIAM H. SPERBER

State of Minnesota )  
County of Hennepin ) ss.

On this 6<sup>th</sup> day of September, 2001, before me, a notary public in and for said county, appeared WILLIAM H. SPERBER, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

Valerie Jan Nelson  
Notary Public

My Commission Expires: January 31, 2005

(Seal)

